No. 94-888

Supreme Court, U.S.
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In The
Supreme Court of the United States
October Term, 1994

NationsBank of Texas, N.A.,
Petitioner,

v.

Executive Life Insurance Company, *et al.*,
Respondents.

On Petition for a Writ of Certiorari to the California Court of Appeal, Second Appellate District, Division One

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RESPONDENTS' BRIEF IN OPPOSITION

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COUNTERSTATEMENT OF QUESTION PRESENTED

Did the California Court of Appeal err in construing language of limitation in one clause of a particular contract involving the assignment of rights by the Federal Deposit Insurance Corporation, where the Court of Appeal's result is correct under the plain language of 31 U.S.C. § 3713?

RULE 29.1 STATEMENT

Pursuant to Rule 29.1 of the Rules of this Court, Commercial National Bank in Shreveport states that its parent corporation is Commercial National Corporation, which in turn is wholly-owned by Deposit Guaranty Corp. Commercial National Bank in Shreveport has no subsidiaries other than wholly-owned subsidiaries.

Texas Commerce Bank National Association states that its parent corporation is Texas Commerce Equity Holdings, Inc., which in turn is wholly-owned by Texas Commerce Bancshares, Inc., which in turn is wholly-owned by Chemical Banking Corporation. Texas Commerce Bank National Association has no subsidiaries other than wholly-owned subsidiaries.

First Tennessee Bank National Association states that its parent corporation is First Tennessee Bank National Corp. First Tennessee Bank National Association has no subsidiaries other than wholly-owned subsidiaries.

First Interstate Bank of Denver, N.A. states that its parent corporation is First Interstate Bancorp. First Interstate Bank of Denver, N.A.'s only subsidiary, other than wholly-owned subsidiaries, is PMP Enterprises, Inc.

Norwest Bank Minnesota, N.A. states that its parent corporation is Norwest Corporation. Norwest Bank Minnesota, N.A.'s only subsidiary, other than wholly-owned subsidiaries, is Crestone Capital Management, Inc.

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COUNTERSTATEMENT OF THE CASE

A. Introduction

The facts of this case are clearly stated by the California Court of Appeal (the "Court of Appeal"). (Pet. 4a-8a). Simply put, seven banks, in their capacity as indenture trustees, own guaranteed investment contracts ("GICs") issued by the now-failed Executive Life Insurance Company ("Executive Life"). In the conservatorship of Executive Life all seven banks were classified as policyholders of Executive Life and recognized as having equal rights in the assets of company. *Texas Commerce Bank v. Garamendi*, 11 Cal. App. 4th 460, 14 Cal. Rptr. 2d 854 (1992). Because one of those banks, petitioner, acquired certain assets from the Federal Deposit Insurance Company ("FDIC"), including an Executive Life GIC which was owned by the FDIC as indenture trustee, it claimed a priority over identically-situated Executive Life claimants, based on the federal insolvency statute, 31 U.S.C. § 3713.[1] The trial court and the Court of Appeal rejected petitioner's claim, and the petition for a writ of certiorari followed.

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[1]Sunburst Bank also acquired its GIC from the FDIC and claimed a priority over similarly-situated creditors of Executive Life in the courts below. Sunburst Bank has not joined petitioner in its petition for a writ of certiorari to the Court of Appeal.

B. The Executive Life Guaranteed Investment Contracts

During the year 1986, seven governmental entities separately issued approximately $1.8 billion in taxable municipal bonds.[2] Respondents, together with petitioner's predecessor-in-interest and Sunburst Bank's predecessor-in-interest, served as indenture trustees with respect to separate bond issues, and, pursuant to the requirements of their trust indentures, deposited the net proceeds of the bond sales with Executive Life under the terms of various GICs. The GICs required Executive Life to make specific interest payments to the indenture trustees, which the indenture trustees could utilize to service the debt on the bonds. The indenture trustees were permitted to withdraw principal from the GICs to finance designated housing and agricultural loan programs.

Respondents remain the indenture trustees of their respective bond issues and holders of their respective GICs. Petitioner's predecessor-in-interest, First RepublicBank of Houston, N.A. ("First Republic"), however, became insolvent and was placed into FDIC receivership on July 29, 1988. Pursuant to a contract of assignment executed that same day, the FDIC transferred the GIC held by First Republic (the "First Republic GIC") to JRB Bank, N.A., a bridge bank created by the FDIC for the purpose of disposing of First Republic's assets and liabilities. Again on

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[2]The issuer, issue, and indenture trustee of these municipal bonds are identified on Appendix A: Similarly Situated Taxable Municipal Bond Issues.

the same day, petitioner's parent acquired the stock of JRB Bank, N.A., changing the bank's name first to NCNB Texas National Bank, then NationsBank of Texas, N.A., and petitioner became the successor indenture trustee for First Republic and successor holder of the First Republic GIC.

C. Executive Life's Insolvency

On April 11, 1991, more than two years *after* petitioner became the successor indenture trustee for First Republic and successor holder of the First Republic GIC, the Los Angeles County Superior Court (the "Trial Court") placed Executive Life into conservatorship and imposed a moratorium on interest payments under Executive Life GICs. Notwithstanding the FDIC's one-day ownership of the First Republic GIC at a time when the GIC was current, unmatured, and unaccelerated, petitioner moved the Trial Court to determine that petitioner, as assignee of the FDIC, was entitled to assert in the conservatorship proceeding the priority of the United States government under the federal insolvency statute.

. After a hearing on the parties' cross motions for summary judgment, the Trial Court denied petitioner's motion and granted the opposing parties' motion for summary judgment, holding that petitioner's claim against Executive Life was not and never had been the claim of the United States government. (Pet. 17a).

D. Opinion of the Court of Appeal

Affirming the Trial Court, the Court of Appeal construed the contract by which the FDIC assigned the First Republic GIC and held that the FDIC failed to assign to petitioner the priority available to the United States government under the federal insolvency statute. (Pet. 12a). The Court of Appeal assumed, merely for the purposes of argument, that *were* the FDIC -- and not petitioner -- the holder of an Executive Life GIC and thus a party in the conservatorship proceeding, it could assert a priority under the federal insolvency statute. *Id.*

Working within that framework, the Court of Appeal disposed of the case by making the correct and unremarkable holding that with respect to the First Republic GIC, the FDIC transferred to petitioner only that which First Republic owned. The Court of Appeal based its decision on a construction of a limitations clause in the assignment contract. (Pet. 13a). According to the Court of Appeal, the assignment contract's transfer of the First Republic GIC to petitioner "'to the same extent as though . . . [petitioner] had originally assumed the same'" did not carry with it any right the FDIC might have had under the federal insolvency statute. (Pet. 13a).[3]

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[3]Apart from the construction of the assignment contract, the Court of Appeal's holding that with respect to the First Republic GIC the FDIC transferred to petitioner only that which First Republic owned is also supported by a simple logical conclusion based on the plain words of the federal insolvency statute: because the FDIC never owned the First Republic GIC during a period when the GIC was in default or Executive

REASONS FOR DENYING THE PETITION

I. Neither The Decision Below Nor The Record Raises The Question Presented In The Petition

According to NationsBank's petition, the sole Question Presented is whether the FDIC's assignment of a failed bank's assets to a bridge bank assigns statutory rights held by the FDIC as receiver.[4] (Pet. i). The body of the petition, however, reveals that the real issue in this case is the proper construction of the FDIC's *particular* contract of assignment to petitioner. Such an issue does not rise to the level of national importance warranting review by this Court.

Petitioner concedes that this case turns on the construction of a particular contract. According to petitioner, a specific clause of the assignment contract controls the resolution of this dispute, and the Court of Appeal erred in relying on another clause of the contract to decided the case. (Pet. 24-25).

Despite petitioner's attempts to transmogrify an issue of importance to it and the respondents into a question of national banking policy, the conclusion is inescapable that the Court of Appeal's construction of a single assignment contract has no importance outside the unique circumstances under which this dispute arises. Even assuming petitioner is correct in stating that the contract clause it champions is

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Life was insolvent, the federal insolvency statute never came into play, and the FDIC had no priority to assign.

[4]This formulation assumes the FDIC had the statutory right petitioner asks this Court to recognize. As demonstrated by this opposition, it did not.

"similar" to clauses found in many FDIC purchase and assumption agreements (Pet. 27), it makes no such assertion regarding the language of limitation the Court of Appeal found dispositive of this case. Accordingly, the Court of Appeal's decision stands for the simple proposition that with respect to the specific contract of assignment between petitioner and the FDIC and the unique facts of this case, petitioner did not receive from the FDIC a priority under the federal insolvency statute. This Court need not review such contract construction.

II. The Result Reached By The Court Of Appeal Creates No Conflict With Other State Courts Of Last Resort Or Federal Courts Of Appeals

The Court of Appeal's decision offers no challenge to the Court's *D'Oench, Duhme* doctrine or judicial precedent permitting assignees of the FDIC to assert the same six-year statute of limitations as the FDIC.

A. The Court Of Appeal's Decision Does Not Address The Application Of The *D'Oench, Duhme* Doctrine Or The Statute Of Limitations Precedents

For the purposes of its decision, the Court of Appeal assumed that were the FDIC a party to the Executive Life litigation, it could assert the federal insolvency statute. (Pet. 12a). Petitioner concedes this point and acknowledges that the "question [of the FDIC's authority to assert the federal insolvency statute] is not presented by [its] petition." (Pet. 6 n.2).

In light of the acknowledged framework for the Court of Appeal's decision, petitioner cannot correctly maintain

that the holding imperils *D'Oench, Duhme* or the statute of limitations cases. The Court of Appeal did not hold that the FDIC could not assert a priority under the federal insolvency statute, nor did it hold that the FDIC could not assign such a priority to a bridge bank. (Pet. 6 n.2). Rather, the Court of Appeal held that under the facts of this particular case, the FDIC did not assign to petitioner a right to assert a priority under the federal insolvency statute.

Because the Court of Appeal's decision is limited by the framework of its analysis and the underlying facts of the case, such a holding has no impact whatsoever on the FDIC or its assignee's ability to defeat a debtor's attempted reliance on a secret agreement made with a failed bank. Nor does the holding have any bearing whatsoever on the FDIC or its assignee's enjoyment of a six-year statute of limitations for contract claims. Indeed, this case has nothing to do with *D'Oench, Duhme* or the federal statute of limitations. The only issue in this case is the application of the federal insolvency statute. Petitioner has not provided this Court with a single case in conflict with the Court of Appeal's disposition of that issue.

B. The Court Of Appeal's Decision Is In Conformity With The Decisions Petitioner Claims Conflict

Each purported conflicting *D'Oench, Duhme* or statute of limitation precedent cited by petitioner is easily distinguishable from this case. In each cited case, an assignee of the FDIC or the Federal Savings and Loan Insurance Corporation ("FSLIC") was attempting to assert a right previously held by the FDIC or FSLIC. In this case, however, the FDIC never owned the statutory priority petitioner desires to assert, and thus the holdings petitioner

claims conflict with the Court of Appeal's ruling are not implicated.

Indeed, the result reached by the Court of Appeal is identical to that reached by the cases petitioner cites as conflicting. For example, in *FDIC v. Bledsoe*, 989 F.2d 805 (5th Cir. 1993), the Fifth Circuit held that assignees of the FDIC are entitled to the same six-year period of limitations as the FDIC. To reach this conclusion, the court relied on the generally applicable legal proposition that an assignee stands in the shoes of his assignor, "deriving the same but no greater rights and remedies than the assignor *then* possessed." *Bledsoe*, 989 F.2d at 810, quoting *Fox-Greenwald Sheet Metal Co. v. Markowitz Bros. Inc.*, 452 F.2d 1346, 1357 n.69 (D.C. Cir. 1971) (emphasis added).

When petitioner received the First Republic GIC from the FDIC on July 29, 1988, it received all the rights therein the FDIC then possessed. These rights could not have included a priority under the federal insolvency statute, because the First Republic GIC was not in default and Executive Life was not insolvent.

III. Petitioner Asks This Court To Fashion Federal Common Law Creating An Entire Class Of Premium Securities, Their Value Based On The Serendipitous Failure Of Their Prior Holder

The Court of Appeal assumed for the purposes of its decision that the FDIC was the United States government. (Pet. 12a). As discussed in Section IV below, this is a clearly erroneous proposition. However, even if the holding in *Pima Fin. Serv. Corp. v. Intermountain Home Systems, Inc.*, 786 F. Supp. 1551 (D. Colo. 1992) (the FDIC is not the United States government for the purposes of the federal

insolvency statute) is overlooked and this Court's unanimous statement in *O'Melveny & Myers v. FDIC*, 114 S. Ct. 2048, 2053 (1994) ("the FDIC is not the United States"), is disregarded, and the Court assumes the FDIC is the United States for purposes of the federal insolvency statute, it would require a new rule of law, fashioned by this Court, to permit petitioner to assert a right of the FDIC that would have been available to the FDIC only upon the occurrence of events which arose *subsequent* to the FDIC's assignment of the First Republic GIC.

Petitioner argues -- and asks this Court to create law to the effect -- that the brief appearance of the FDIC in the chain of title of the First Republic GIC forever marks the GIC as "indebtedness to the United States" and rewrites its terms to provide a priority under the federal insolvency statute *to any future holder* in the event of default of the obligor. Even if this Court thought it appropriate to fashion federal common law, the ruling sought by petitioner can hardly be considered a desirable addition to United States jurisprudence.

Under the rule sought by petitioner, each share of stock held by a failed bank's trust department becomes preferred stock, each subordinated debt instrument is subordinated no longer, and every promissory note is automatically accompanied by a first mortgage on all the property of the maker. Were the Court to adopt the rule urged by petitioner, the Court would create an entire class of premium securities, their value based on the serendipitous failure of their prior holder.

Petitioner's justification for adoption of such a new rule of federal common law is to facilitate the FDIC's use of purchase and assumption agreements. According to

petitioner, allowing the Court of Appeal's decision to stand would thwart the "important federal policy goals" of establishing bridge banks and assigning to them the assets of failed financial institutions. (Pet. 27).

As discussed in Sections I and II above, the Court of Appeal's decision does not impact any federal policy and never reaches the Question Presented asserted by petitioner. However, even if petitioner's Question Presented were before this Court, the perceived effect of the Court of Appeal's decision on the FDIC would not justify the creation of a new federal rule of decision. The FDIC and the deposit insurance fund -- much less the FDIC's assignee -- do not win every legal dispute simply by pleading a perceived impact on the corporation or the fund. As this Court very recently stated with respect to a FDIC pleading which argued that a ruling might negatively impact the deposit insurance fund:

> Of course we have no authority to . . . [create a new federal rule of decision in order to avoid a negative impact on the deposit insurance fund], *because there is no federal policy that the [deposit insurance] fund should always win.*

O'Melveny & Myers, 114 S. Ct. 2048, 2055 (emphasis added).

IV. The Result Reached By The Court Of Appeal Is Correct Because The Prerequisites To Application Of The Federal Insolvency Statue Do Not Exist

The federal insolvency statute is an extraordinary statute, intended to protect the federal fisc when an insolvent debtor, indebted to the United States government, commits

an act of bankruptcy. It was never intended to afford preferential status to private creditors seeking to collect privately-funded debts.

A plain reading of the statute reveals that the United States government's priority arises only upon the *simultaneous* occurrence of the following three prerequisites: (1) a person is indebted to the United States government; (2) at the time the debtor is indebted to the United States government the debtor is insolvent; and (3) the insolvent debtor commits an act of bankruptcy. In addition, this Court has required that the funds over which the priority is asserted be funds of the United States. The absence of any one of these elements at the appropriate time defeats the claim. All four prerequisites are missing from petitioner's claim, and, thus, it must fail.

A. Executive Life Has Never Been Indebted To The United States Government With Respect To The First Republic GIC

The First Republic GIC was purchased by a private financial institution using the proceeds of a municipal bond offering. (Pet. 4a). None of the funds used to purchase the First Republic GIC were United States government funds, and none of the parties to the GIC were even remotely related to the United States government.

At no point did Executive Life, as obligor on the First Republic GIC, owe a debt to the United States government. Rather, the obligations represented by the GIC were, for less than a day, owed to the FDIC as indenture trustee. But the FDIC is not the United States government, *O'Melveny & Myers*, 114 S.Ct. at 2053, and, thus,

petitioner, as its assignee, cannot satisfy the first prerequisite to the federal insolvency statute.

Even before this Court's pronouncement in *O'Melveny & Myers*, a number of federal courts had held that the FDIC was not the United States government for purposes of the federal insolvency statute. In *Pima Fin.* the FDIC, as assignee of the assets of a failed national bank, argued that the federal insolvency statute pre-empted a Colorado statute granting the state a superior lien in a tax debtor's assets and permitted the FDIC to collect an assigned trade debt (acquired by the FDIC from the failed bank, which in turn had acquired the debt as the creditor of the tradesman). *Pima Fin.*, 786 F. Supp. at 1552-53. The court, noting the "essential character of the [FDIC] insurance funds for banks and savings and loans as independent from the federal Treasury," and analyzing Congress' failure during the recent massive restructuring of the banking industry to "grant the FDIC priority under [the federal insolvency statute], which it has done with other quasi-governmental institutions," rejected the FDIC's contention and held that the FDIC is not the United States government for the purposes of the federal insolvency statute. *Id.* at 1557, 1560.

Other federal courts have reached identical holdings. For example, In *Lapadula & Villani, Inc. v. United States*, 563 F. Supp. 782, 784 (S.D.N.Y. 1983), the court held that because the FDIC was "not an integral part of the governmental mechanism," it was not entitled to the protection of the federal insolvency statute. The court stated that the purpose of the federal insolvency statute is to protect public funds, and since the FDIC's ability to recover claims as successor in interest to failed banks did not impact the federal treasury, the purpose of the priority statute would not

be served by granting the FDIC a priority. According to the court:

> The FDIC's profits do not inure to the benefit of the United States and its losses are not borne by the United States. Thus, the public treasury will be unaffected by the FDIC's success or failure in recovering the debts owed to it as successor in interest to the claims of the [failed bank]. It follows that the FDIC is not an integral part of the governmental mechanism but is rather a separate legal entity serving essentially a proprietary rather than a sovereign function. Since the purpose of the statute would not be served by permitting the FDIC to invoke the provisions [of the federal insolvency statute], the Court concludes that the FDIC is not entitled to absolute priority.

Lapadula & Villani, Inc., 563 F. Supp. at 784. *See also, FDIC v. State of New York*, 718 F. Supp. 191, 194 (S.D.N.Y. 1989), *aff'd on other grounds*, 928 F.2d 56 (2d Cir. 1991) ("The FDIC's profits do not inure to the benefit of the United States, and its losses are not generally borne by the United States. Thus, the public treasury will be unaffected by its success or failure in recovering the debts owed to it as a successor in interest to the claims of the [failed] bank").

B. Executive Life Was Not Insolvent When The FDIC Owned The First Republic GIC

Assuming solely for the sake of argument that the FDIC is the United States government and, thus, the first prerequisite of the federal insolvency statute has been met, the second prerequisite -- a person indebted to the United

States government is insolvent -- clearly has not been met, and the statute does not come into play.

The presence of the FDIC in the chain of title of the First Republic GIC was fleeting. At no point during such ownership was Executive Life insolvent. To meet the insolvency prerequisite of the federal insolvency statute, petitioner must rely on the Trial Court's December 6, 1991, determination that Executive Life was insolvent. Even considering the earlier date of April 11, 1991, (the date the California Insurance Commissioner became conservator of Executive Life) as the date of insolvency, *such insolvency did not occur until almost three years after the FDIC had transferred the First Republic GIC to petitioner.* Thus, at the time of FDIC ownership of the GIC, there was no entity "indebted" to the government that was "insolvent," and, therefore, the federal insolvency statute does not apply.

C. Executive Life Committed No Act Of Bankruptcy When the FDIC Owned The First Republic GIC

For petitioner to exercise a priority under the federal insolvency statute, an "act of bankruptcy" must have been committed by an insolvent person who was at that time "indebted" to the United States government. 31 U.S.C. § 3713. This is the third, simultaneous prerequisite which must exist in order to create a priority.

In the case of Executive Life, no act of bankruptcy occurred until, at the earliest, April 11, 1991, when the conservator initiated the rehabilitation of Executive Life's affairs. This occurred, however, nearly three years after the FDIC had transferred the First Republic GIC to petitioner.

Accordingly, no act of bankruptcy occurred while a debt was owed to the FDIC.

D. The Funds Over Which Petitioner Attempts To Assert A Priority Are Not Funds Of The United States Treasury

The final prerequisite to application of the federal insolvency statue is that the debt owed involve funds of the United States. Petitioner clearly cannot meet this prerequisite. Were it to enjoy a priority in the Executive Life conservatorship, the funds thus collected would not benefit the United States government. Moreover, even if petitioner's assignor, the FDIC, successfully asserted a priority in this case, the increased recovery from the Executive Life estate would represent the recovery of private funds -- the proceeds of municipal bond sales -- and have no impact whatsoever on the United States government.

This Court has held on a number of occasions that unless funds of the United States treasury are involved, the federal insolvency statute does not apply. For example, in *Nathanson v. Labor Board*, 344 U.S. 25 (1952), the National Labor Relations Board claimed a priority under the federal insolvency statute's predecessor statute when pursuing back pay against an insolvent employer. This Court held that no priority existed, because the debt owed was not owed to the United States government. According to the Court:

> The priority granted by . . . [the federal insolvency] statute was designed to secure an adequate revenue to sustain the public burdens and discharge the public debts. There is no function here of assuring the public revenue. The beneficiaries of the claims are private persons. . . ."

Nathanson, 344 U.S. at 27-28 (citations omitted). *See also United States v. Moore*, 423 U.S. 77, 81-83 (discussing the history and intent of the federal insolvency statute).

Obviously absent from these proceedings is the FDIC, the United States Department of Treasury, any United States Attorney, or, indeed, any party claiming to act as or on behalf of the United States treasury. That absence is simply explained and is fatal to petitioner's argument: the funds of the United States treasury are not involved in these proceedings.

Petitioner attempts to circumvent this Court's requirement that United States funds be involved before application of the federal insolvency statute by misreading *Bramwell v. United States Fidelity & Guaranty Co.*, 269 U.S. 483 (1926) and *SBA v. McClellan*, 364 U.S. 446 (1960). In both *Bramwell* and *McClellan* private parties, as assignees, were permitted to assert the priority available to the United State government under the federal insolvency statute. However, unlike this case, both those cases involved funds of the United States government.

Bramwell involved the federal government, as *trustee* of Native American funds, making deposits into a bank which later failed. *Bramwell*, 364 U.S. at 485-86. The funds, therefore, were those of the United States, and their loss would have been the United State's treasury's loss. *Id.* at 487 ("The lower courts rightly held that the amount owed by the bank on account of the deposit in question was a *debt due to the United States*") (emphasis added). Moreover, as this Court later explained in *Nathanson v. Labor Board*, 344 U.S. 25, 28 (1952) (refusing to permit a private party to assert the priority under the federal insolvency statute), *Bramwell* "rests on the status of Indians as wards of the

United States . . . and the continuing responsibility which it has for the protection of their interests."

McClellan involved funds which originally came from the United States Treasury, and this Court based its decision on the federal source of the disputed funds. The Court found application of the priority to be appropriate because:

> [T]he money was loaned by, and the debt sought to be collected is due to, the United States . . . . The purpose of . . . [the federal insolvency statute] is simply to protect the interest of the government in collecting money due to it.

McClellan, 364 U.S. at 451-52.

In contrast, petitioner is not attempting to collect any amounts loaned by or due to the United States government -- nor was it assigned any rights or obligations of that kind. Rather, this dispute involves the recovery of private funds, and the Court of Appeal rightly held that the federal insolvency statute was not available to this private petitioner. In so holding, the Court of Appeal followed the general rule repeated by a different division of the same court: In circumstances such as these, "the cases are in accord . . . . If no treasury funds are at risk, there is no debt owing the United States" and there is no priority under the federal insolvency statute. *Federal Home Loan Mortgage Corp. v. Superior Court*, 224 Cal. App. 3d 218, 225, 273 Cal. Rptr. 531, 535 (1990).

CONCLUSION

For these reasons, the petition for writ of certiorari should be denied.

Respectfully submitted,

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APPENDIX

Appendix A
Similarly Situated Taxable Municipal Bond Issues

Issue:	$300,000,000 9% Industrial Development Revenue Bonds, Series 1986A
Issuer:	Adams County, Colorado
Trustee:	First Interstate Bank of Denver, N.A.
Issue:	$200,000,000 8.88% Securitized Multifamily Housing Revenue Bonds, Series 1986A
Issuer:	El Paso Housing Finance Corporation
Trustee:	Texas Commerce Bank — El Paso, National Association
Issue:	$150,000,000 8.25% Agricultural Revenue Bonds, Series 1986A
Issuer:	Louisiana Agricultural Finance Authority
Trustee:	Sunburst Bank, successor to Capital Bank and Trust Co., trustee, and Premier Bank, N.A., successor to Louisiana National Bank of Baton Rouge, co-trustee
Issue:	$150,000,000 8.61% Securitized Multifamily Housing Revenue Bonds, Series 1986A
Issuer:	Louisiana Housing Finance Agency
Trustee:	Commercial National Bank in Shreveport
Issue:	$400,000,000 8.68% Securitized Multifamily Housing Revenue Bonds, Series 1986A
Issuer:	The Health, Educational and Housing Facility Board of the City of Memphis, Tennessee
Trustee:	First Tennessee Bank National Association

Issue:	$100,000,000 8.34% Agricultural Revenue Bonds, Series A
Issuer:	Nebraska Investment Finance Authority
Trustee:	Norwest Bank Minnesota, N.A.
Issue:	$100,000,000 9.5% Agricultural Revenue Bonds, Series B
Issuer:	Nebraska Investment Finance Authority
Trustee:	Norwest Bank Minnesota, N.A.
Issue:	$300,000,000 8.6% Securitized Multifamily Housing Revenue Bonds, Series 1986A
Issuer:	Southeast Texas Housing Finance Corporation
Trustee:	NationsBank Texas, formerly NCNB Texas National Bank, successor to InterFirst Bank Houston, N.A.